



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 442-2021A

**CONSTRUCTION OF THE
NORTH DISTRICT POLICE STATION**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) "**Bidder**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) "**City Council**" means the Council of the City of Winnipeg;
- (f) "**Contract**" means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (g) "**Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (i) "**may**" indicates an allowable action or feature which will not be evaluated;
- (j) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) "**NDPS**" means North District Police Station;
- (l) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (m) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (n) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (o) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (p) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (q) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (r) "**Work**" or "**Works**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.
- (s) "**WPS**" means Winnipeg Police Service.

B2. EXECUTIVE SUMMARY

- B2.1 City of Winnipeg Public Service has received Council approval to proceed with construction of the North District Police Station.
- B2.2 The new Winnipeg Police Service (WPS) North District Police Station (NDPS) is to be located on a brownfield site adjacent to 100 Sinclair Street in Winnipeg, MB. The new NDPS will be a 2,957m² building, predominately single storey, apart from a two-story portion which provides an atrium and mechanical penthouse. The NDPS is similar in architectural design and layout to the Winnipeg Police Service East and West District Police Stations completed in 2008 and 2013, respectively. Site work will include site servicing, a new access road, secure parking lots, fencing and landscape elements which will integrate the new police station into the surrounding Dufferin neighborhood.

B3. WINNIPEG

- B3.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- B3.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B3.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B3.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B3.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B4. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B4.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Bidders to successfully deliver the construction of the Project.
- B4.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ. Qualification Submission requirements can be found in B23.
- B4.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to three of the most qualified Bidders. Only those Bidders on the shortlist will be invited to further submit a more detailed proposal.

B5. SCOPE OF WORK

- B5.1 The Work to be done under the subsequent Contract shall consist of the construction of the new NDPS police station and all associated site work.
- B5.2 The major components of the Work are as follows:
- (a) Foundations;
 - (b) Superstructure;
 - (c) Building Envelope;
 - (d) Interior partitions and finishes;

- (e) Mechanical systems;
- (f) Electrical systems;
- (g) Security systems and
- (h) Site work including grading, drainage, utilities, services, and hard and soft landscaping.

B6. GENERAL CONDITIONS

B6.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.

B6.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B7. PROJECT SCHEDULE

B7.1 The City intends to complete the evaluation of the Qualification Submissions by August 10, 2021 and proceed to notify successful Bidder's of prequalification for the NDPS Project by August 16, 2021.

B7.2 Details on the NDPS Construction Tender schedule will be provided to successful prequalified Bidders. The City intends to complete the NDPS Construction Tender stage by October 29, 2021.

B7.3 Estimated Preliminary Schedule

| Phase | Approximate Date(s) |
|--|---|
| 1. RFQ Open Period (Stage 1) | Sept 20, 2021 to October 14, 2021 |
| 2. Evaluation/Shortlist of Prequalified Bidders | October 15, 2021 to November 4, 2021 |
| 3. Prequalified Bidders Submission of NDPS Project Personnel List | November 11, 2021 |
| 4. Security Clearance of Successful prequalified Bidders | November 12 – December 24, 2021 |
| 5. Construction Tender Open Period, open only to successful prequalified Bidders | January 20, 2022 to February 9, 2021 |
| 6. Anticipated Date of Award of Construction Contract | February 17, 2022 |
| 7. Anticipated Date of Re-zoning Complete | March 15, 2022 |
| 8. Anticipated Date of Construction Start/Mobilization | April 2022 |
| 9. Estimated Construction Period | 18 months from award of contract |
| 10. Anticipated Occupancy Date | October 2023 (dependant on award of contract) |

B8. PROCUREMENT PROCESS

B8.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite all prequalified Bidders to participate in the second stage of the procurement process, the Tender.

B8.2 The second stage of the procurement process for the Project is the Tender.

- (a) Only those Bidders on the shortlist will be invited to bid on the future Tender 442-2021B; and
- (b) Details on the Tender process will be provided to the Bidders at the completion of the RFQ stage.

B8.3 Details on the Tender process will be provided to the successful Bidders at the completion of the RFQ stage.

B8.3.1 The Tender will include requirements for the following:

- (a) Performance bond in the amount of 50% of the Contract value;
- (b) Security clearances (Winnipeg Police Service Level 2 Security Clearance) will be required. Clearances from other law enforcement agencies or other levels of Government are not applicable.
- (c) Insurance provided by the City and required of the successful Bidder;

B8.4 Upon completion of the Tender stage, the City's Project Team intends to make a recommendation for award of the Contract. Award of the Contract to the recommended contractor will be subject to final approval.

B9. DISCLOSURE

B9.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B9.2 The Persons are:

- (a) Number TEN Architectural Group
 - (i) Architectural design; Prime Consultant
- (b) Crosier Kilgour & Partners Ltd.
 - (i) Structural Engineering design, LEED Consulting Services
- (c) SMS Engineering Ltd.
 - (i) Mechanical and Electrical Engineering design, Energy Modeling
- (d) HTFC Planning and Design
 - (i) Landscape design
- (e) WSP Group
 - (i) Civil engineering services
- (f) Hanscomb Ltd.
 - (i) Cost Consulting

B10. CONFLICT OF INTEREST AND GOOD FAITH

B10.1 Bidders, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B10.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or

- (d) involvement in ongoing litigation;
that could or would be seen to:
 - (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFQ process or the Work;
or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B10.3 In connection with its Bid, each entity identified in B10.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B10.4 Without limiting B10.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B10.5 Without limiting B10.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B10.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B10.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B11. ENQUIRIES

B11.1 All enquiries shall be directed to the Contract Administrator identified in B12.

- B11.2 Any Bidder who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B11.3 If the Bidder finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B11.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B11.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B11.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B9 unless that response or interpretation is provided by the Contract Administrator in writing via Addendum.
- B11.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B12. CONTRACT ADMINISTRATOR

- B12.1 The Contract Administrator is Number TEN Architectural Group, represented by:
Marnie Gartrell, MAA
Project Manager
Telephone No.: (204) 942-0981 extn: 2236
Email Address: MGartrell@numberten.com

B13. ADDENDA

- B13.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B13.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B13.3 Addenda will be available on the MERX website at www.merx.com.
- B13.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B13.5 The Bidder should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B13.6 Notwithstanding B11, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B12.

B14. CONFIDENTIALITY AND PRIVACY

- B14.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Bidder shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B14.2 The protection of personal information and privacy will be fundamental aspects of the Project. Bidders shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Bidders are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B14.3 The Bidder is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B14.5 The City reserves the right to post the names of the shortlisted Bidders on the MERX website, or otherwise make this information public at the end of the RFQ selection process.
- B14.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B15. NON-DISCLOSURE

- B15.1 Bidders must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Bidders shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B15.2 Bidders are advised that an attempt on the part of any Bidder or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

B16. NO COLLUSION

- B16.1 Upon responding to this RFQ, each Bidder shall declare that they have not participated in any collusive scheme or combine.
- B16.2 Bidders must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Bidders and their team members shall not engage in discussions or other communications with any other Bidders or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, from the Tender process.

B17. NO LOBBYING

B17.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, disqualification from the Tender process.

B18. ELIGIBILITY

B18.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Bidder participating in this RFQ or subsequent Tender.

B19. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B19.1 Qualification Submissions will not be opened publicly.

B19.2 After evaluation, the names of the shortlisted Bidders and their address(es) will be available on the MERX website at www.merx.com.

B19.3 The Bidder is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

SUBMISSION INSTRUCTIONS

B20. SUBMISSION DEADLINE

B20.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 14, 2021.

B20.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B20.1.

B21. QUALIFICATION SUBMISSION

B21.1 The Qualification Submission should consist of the following components:

- (a) Form A: Request for Qualification Application;
- (b) Form B: Bidder General Information & Project Experience;
- (c) Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business.

B21.2 The Qualification shall be submitted electronically through MERX at www.merx.com.

B21.2.1 Qualifications will only be accepted electronically through MERX.

B21.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

- B21.4 Bidders are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B28.
- B21.5 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B21.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B21.7 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B22. FORM A: QUALIFICATION SUBMISSION

- B22.1 The Bidder shall complete Form A: Qualification Submission, making all required entries.
- B22.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B22.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B22.2.
- B22.3 In Paragraph 3 of Form A: Qualification Submission, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of this RFQ.
- B22.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:
- (a) if the Bidder is sole proprietor carrying of business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B22.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- B22.6 If a Submission is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Submission, shall be both jointly and several.

B23. FORM B: BIDDER GENERAL INFORMATION AND PROJECT EXPERIENCE

- B23.1 The Bidder should submit information in sufficient detail for the City to evaluate the qualifications of the Bidder(s) by providing:

- (a) Company profile including company organization, number of years in business, number of employees, number of full time Project Managers, number of full time Site Superintendents. Company profile should be limited to 2 pages.
- (b) List names of key project personnel, including Senior Personnel / Principal in Charge, Lead Project Manager, Site Superintendent(s), Site Foreman, other key personnel who will be assigned to this project and who have ten (10) or more years' experience.
- (c) Resumes for key personnel should be limited to 2 pages, highlighting qualifications and relevant experience with projects of similar scope and complexity.
- (d) The City of Winnipeg may request references of key project personnel.
- (e) Provide summary of any pending litigation involving the Bidder and their position as plaintiff or defendant, nature of the claim and current status.
- (f) Provide information related to 3 to 5 projects, completed within the past 10 years, or currently underway in Manitoba or elsewhere in Canada.
 - (i) Comparable Projects Completed should demonstrate experience with police/law enforcement or other relevant high security projects of comparable scope and complexity, inclusive of references.
 - (ii) Comparable Projects Completed should include the following additional information: Contract Value at Tender, Contract Value at Completion, Initial Construction Schedule and Final Construction Schedule and provide rationale for variances. Rationale to be provided at Item 11 REMARKS.
 - (iii) Comparable Projects Completed should include two (2) references. Each reference should consist of a company name, contact name, email address, phone number. References will be contacted to comment on the Contractor's performance on past projects with respect to: compliance with project schedule and budget; quality of work, site supervision and contract administration; and ability to work cooperatively with other project participants to successfully deliver project.

B24. EVIDENCE OF BONDING CAPACITY, INSURANCE, SAFETY, WORKERS COMPENSATION, AND AUTHORITY TO CARRY ON BUSINESS

B24.1 Further to B21.1(c), the Bidder should provide evidence of bonding capacity of ten million dollars (\$10,000,000) in the form of a letter of prequalification from a recognized bonding company.

- (a) Company bonding capacity information:
 - (i) company single / aggregate construction project bonding capacity and
 - (ii) length of relationship with Bidder.

B24.2 City will provide, pay for and maintain an owner-controlled insurance program (OCIP) to remain in place at all times during the performance of the Work, unless otherwise specified below. The City reserves the right to add, delete, revise, and redefine insurance requirements at any time, at its sole discretion, during the RFQ Process or Tender Process.

B24.3 At this time, the City plans to provide and maintain the following Project insurance coverages:

- (a) broad form builder's risk Insurance including testing and commissioning, insuring 100% of the full value of any work until the Substantial Completion Date;
 - i. The successful Bidder shall be responsible for deductibles
- (b) wrap-up liability insurance written jointly in the names of the successful Bidder, the City and subcontractors and provide coverage for bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability and cross liability clauses;
 - i. The successful Bidder shall be responsible for deductibles

- B24.4 Further to B21.1(c), the Bidder should exhibit insurability and provide evidence of insurability of the following insurance at all times during the performance of the Work:
- (a) Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000) inclusive, with the City added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) Automobile liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The limit of liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- B24.5 The Bidder shall provide the City with any information reasonably requested by the City, from time to time, to enable the construction insurance to be provided and maintained by the City and underwritten by competent insurers.
- B24.6 Further to B21.1 (c), The Bidder should provide proof satisfactory that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
 - (c) Details of its safety record for the past five (5) years, including team safety statistics and an overview of the proposed safety program for the Project.
- B24.7 Further to B22.1(c), the Bidder should provide evidence of the Workers Compensation coverage specified in C6.15 of the General Conditions, identified in B7.
- B24.8 Further to B22.1(c), the Bidder should provide evidence of authority to carry on business as specified below.
- (a) be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba.
- B25. SECURITY CLEARANCE CAPACITY**
- B25.1 Further to B8.3.1(b), prequalified Bidders in Stage 1 (RFQ Stage) will be required to complete and submit for approval the Winnipeg Police Service Level 2 Security Clearance forms for all individuals reviewing the construction documents or working on site. This includes, but is not limited to, any and all sub-trade project personnel.

- B25.2 Further to B25.1, prequalified Bidders in Stage 1 (RFQ stage) will submit within 5 working days to the Contract Administrator the names and email addresses of all project personnel who will require approved WPS Level 2 Security Clearance, which will be referred to as the Bidders' NDPS Project Personnel List.
- B25.3 Further to B8.2, approved WPS Level 2 Security Clearance is mandatory for Stage 2 (the Tender). Bid documents will only be released to prequalified Bidders who have the approved security clearances in place.
- B25.4 Further to B25.2, WPS Level 2 Security Clearance expires after 1 year. All project personnel are required to have current security clearance prior to Stage 2 (the Tender).
- B25.5 Prequalified Bidders in Stage 1 (RFQ Stage) who may have project personnel who are unable to qualify for WPS Level 2 Security Clearance, will be required to revise and re-submit their NDPS Project Personnel List in accordance with B26.1.
- B25.6 Bidders shall coordinate and collect security clearance applications and ensure all documentation is complete prior to submittal.

B26. SUBSTITUTIONS

- B26.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person for approval by the City of Winnipeg. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, from the Tender process.

B27. NON-CONFORMING SUBMISSIONS

- B27.1 Notwithstanding B21.1, if a Bidder's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its option:
- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
 - (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.
- B27.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Bidder up to five (5) Business Days to supply the omitted material.
- B27.2 If the requested information is not submitted by the time specified in B27.1.1, the Submission will be determined to be non-responsive.

B28. BIDDER'S COSTS AND EXPENSES

- B28.1 Bidders are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B29. EVALUATION CRITERIA

- B29.1 Bidders will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

| Item # | Submission Criteria | Evaluation Criteria (Pass/Fail; Weightage) |
|--------|--|--|
| .1 | FORM A – QUALIFICATION SUBMISSION | Mandatory Items Pass /Fail |
| | 1. Fully Completed Form A | |
| .2 | FORM B – BIDDERS GENERAL INFORMATION & PROJECT EXPERIENCE | 85 Points |
| | 1. Company profile | 10 |
| | 2. Qualifications and Experience of Personnel | 20 |
| | 3. Summary of Pending Litigation | 10 |
| | 4. Comparable Projects Completed (Similar Type, Size & Complexity) | 20 |
| | 5. References | 25 |
| .3 | Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business | 15 Points |
| | TOTAL SCORE = | /100 |

- B29.2 Further to B29 and B27, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B29.3 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.
- B29.4 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Bidder and any proposed members of its team.
- B29.5 The City may, in its sole discretion, interview any or all Bidders during the evaluation process, to provide clarification or additional information in relation to its Submission.
- B29.6 To Pre-qualify for the bidding phase of the project, Bidders must achieve a **minimum overall score of seventy (70) points** out of a possible one hundred (100) points.
- B29.7 Only Bidders achieving the minimum specified points will be pre-qualified for the bidding phase of this project.
- B29.8 Further to B29.1, a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category outlined in Form B.
- B30. NO CONTRACT**
- B30.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Bidders expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B30.2 Although it is the intention of the City to establish a shortlist of Bidders to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the Tender, without

incurring any liability in respect of costs or damages incurred by any Bidder or any member of a private sector team.

- B30.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B30.4 If the City proceeds to request a more detailed proposal, only to Bidders determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B30.5 The City reserves the right to disqualify any Bidder whose Submission, in the opinion of the City, contains false or misleading information.
- B30.6 Following the conclusion of the procurement process, Bidders will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.